

**WESSON HEIGHTS RESTRICTIVE COVENANTS**

A formal declaration of these restrictive covenants shall be recorded with the final plat of the subdivision. These covenants will be used to provide for the preservation of the values, attractiveness and desirability of the real property known as Wesson Heights.

1. Homeowners association to be established prior to the recording of any final plat. Any buffer areas, retention basins, landscape areas, open areas, entrance signs, and any other common elements, proposed to be dedicated to the homeowners association in a respective phase of the development shall be deeded over to the homeowners association with the recording of the final plat of that phase of the development. A copy of the finalized incorporation papers and any deeds transferring common elements during that phase of the development to be submitted to the staff for inclusion in the file.
2. An architectural control committee will be created. No building, fence, structure, addition, alteration or improvement of any kind, other than interior alteration not affecting the external appearance of a building or structure shall be made until plans and specifications have been approved by the committee as to harmony of exterior design and location in relation to surrounding structures and aesthetic quality. All exterior colors shall be earth tones. All roof materials must have a dimensional look. All exterior materials must be 70% brick with the other 30% being high grade vinyl siding, painted aluminum, wood, stucco or hardiplank siding. No dryvit style stucco shall be allowed. All roof venting shall be the same color as the roof.
3. No lot shall be used except for residential use.
4. The ground floor area of the main building exclusive of open porches and garages shall not be less than 2000 s.f. finished heated livable area in case of one story dwellings and not less than 2200 s.f. finished in case of one and one-half or two story dwellings the minimum finished heated livable area down shall not be less than 1500 s.f. with a total of not less than 2200 s.f. finished heated livable area.
5. All homes shall have enclosed double garages with side load entrances. No doors facing any street shall be allowed except for corner lots. There shall be no open carports allowed.
6. Roof pitch shall be a minimum of 8/12, vent stacks shall be on rear of house and be the same color as the roof.
7. No trailer, travel trailer, motor home, basement, tent, shack, garage, barn or other out building shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be located on any lot at any time. Boats, trailers, campers or other vehicles shall be parked or stored within the confines of the lot and shall not be parked on the road. They must be completely out of view from any and all streets. No tractor or trailer may be parked on any

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lot or in the street R.O.W. in front of any lot including but not limited to 18-wheeler type of vehicle.

8. All driveways and flat work shall be concrete or washed concrete. All flatwork to include but not limited to porches, patios, drives, and walks shall be of like finish. The finish shall either be broom finish or washed rock.
9. All house connections for all utilities including, but not limited to, water, sewer, electricity, telephone and television shall be run underground from the property line to the connecting points of the house. All antennas and satellite dish shall be placed in the rear of the dwelling. No structure of any kind including but not limited to a television antenna, radio antenna, satellite dish, etc. can be erected which stands past the highest point of the roof of the house and such structure shall not be erected on the street side of a residence or be visible from the street except small receiver type dishes may be allowed.
10. No individual water supply system shall be permitted.
11. All garbage containers shall be kept clean and sanitary and stored in the rear of the lot.
12. No window air-conditioning or heating units shall be installed in any dwelling and all outside heating or cooling units shall be located in the rear of the dwelling or on the side if it is totally screened from view from any street.
13. All mail boxes shall be uniform and be of an antique style of wrought iron.
14. No exterior lights will be installed or maintained on any lot which is found to be objectionable by the architectural review committee.
15. No business or commercial activity shall be conducted on any lot.
16. No signs or any kind shall be displayed to the public view on any site except one sign of not more than 5 s.f. advertising the property for sale or rent.
17. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Dogs must be kept on a lease, be in a fenced yard, or kept in the house. No more than 6 household pets not exceeding one year old may be allowed. Vegetable gardening will be allowed only to the rear of the residence.
18. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood or tend to damage or destroy either private or public property.
19. With the exception of temporary parking for visitors, maintenance vehicles or delivery vehicles, there shall be no on-street parking.

20. All personal property kept on the premises of a lot shall be either kept and maintained in a proper storage facility, or shall be stored at the rear of the home.
21. No junk cars shall be kept any where on the lots. No a-frame or motor mounts may be placed on any lot. No disabled or inoperable vehicle may be stored on any lot.
22. No clothing, laundry, or wash shall be aired or dried anywhere on any portion of a lot outside of the dwelling unit.
23. All lot owners shall be responsible for maintenance of road ditches and drainage structures on their individual lots.
24. All owners must maintain structures in good repair and keep same safe, clean and orderly in appearance at all times, and to maintain such structures in an attractive manner.
25. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line. All fencing must be a minimum of 6 feet tall and must be of wood, wrought iron, masonry, or p.v.c. No chain link fence will be permitted.
26. Driveway culverts must be installed with headwalls and shall be the same type thru out the development. They shall be of the size as specified on the final plat of the subdivision. Each lot owner is responsible for the continued maintenance of the culverts as well as the road side ditches.
27. All areas disturbed during construction must receive a minimum of solid sod in all front and side yards, but seeding is allowed in the rear yard. Two large deciduous trees shall be placed in each front yard, minimum of 2-1/2" caliper.
28. Any special landscaping screens including earth berms or embankments, fencing, entryways, and plant material shall remain in place and not be removed.
29. All detached buildings such as, but not limited to, storage buildings, must be no closer to the street than the rear of the house or to the side of the house in case of a corner lot. All detached buildings must be of the same architectural style as the main dwelling, including roof materials, wall materials may be siding in nature and painted same color as house, if brick is used it must be same as the house. In no case will metal buildings be allowed.
30. The developer may install a swimming pool, club house, tennis courts, lakes, and other amenities to the subdivision for the use of the future residences, but is not required to do so.
31. No garage, either attached or detached may be converted to heated livable area.
32. All construction must be completed within 18 months of the date of the slab being poured.

33. There are perpetual easements reserved for utility installation and maintenance for drainage, gas, electrical, water and sewer. Each lot owner will be required to maintain these easements along over and across their respective lot.
34. There is a 25' no disturb buffer yard area along the rear of the perimeter lots. No removal of any tree greater than 2-1/2" in caliper will be allowed. The homeowner will be responsible for maintaining the no disturb easement. If not, the homeowners association has the right to enter said easement for maintenance of said easement. The homeowners association has the right to enter the lots that have entrance sign easements for maintenance and repairs each lot owner will be responsible for and required to maintain adequate sediment and erosion control for their lot during and after the construction of the home. The site shall be stabilized as soon as possible after earthmoving on the site. The lot owner is responsible for keeping sediment contained on his/her lot at all times. The site shall not accumulate builders trash during construction.
35. Enforcement of these covenants shall be by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.
36. Invalidation of any one of these covenants by judgment or court order shall in no way affect any provisions, which shall remain in full force and effect.
37. These covenants are subject to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part. Any changes of these restrictive covenants must be approved by the city planning commission.
38. The location of any building constructed shall be in accordance with the City of Olive Branch regulations. However, in no case shall a building be located nearer than 40 foot from any street in the subdivision. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as part of the building, providing, however, that this plat shall not be construed to permit any portion of a building on a lot to encroach upon another lot. Required yard setbacks are shown on the final recorded plat.

IN WITNESS WHEREOF, Lush-Pun-Tubby, LLC, being the Declarant, herein, has hereunto caused this instrument to be duly executed this the 26<sup>th</sup> day of June, 2006.

LUSH-PUN-TUBBY, LLC, A Mississippi  
Limited Liability Company

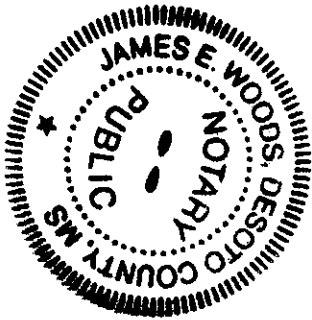
BY: *Charles Moore*  
CHARLES MOORE, Member

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 26 day of June, 2006, within my jurisdiction, the within named CHARLES MOORE, who acknowledged that he is Member of LUSH-PUN-TUBBY, LLC, a Mississippi Limited Liability Company, and that for and on behalf of the said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

*James E. Woods*  
NOTARY PUBLIC

My Commission Expires: 7-19-07



BY & RETURN TO:  
WATKINS LUDLAM WINTERS & STENNIS, P.A.  
P. O. BOX 1456  
OLIVE BRANCH, MS 38654  
(662) 895-2996

PREPARED BY & RETURN TO:  
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